

Mississippi Power Company  
2992 West Beach Boulevard  
Post Office Box 4079  
Gulfport, Mississippi 39501  
Telephone 601 864-1211

RECEIVED

DEC 15 9 48 AM '78

I.C.C.  
FEE OPERATION BR.



Mississippi Power  
the southern electric system

No. **8-349A029**

DEC 14 1978  
Date

Fee \$ **3.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company  
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.  
Secretary of the Interstate  
Commerce Commission  
Room 2215  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. **9809** Filed **1425**

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor:	Mississippi Power Company P.O. Box 4079 Gulfport, Mississippi 39501
Mortgagee:	Morgan Guaranty Trust Company of New York, as Trustee 30 West Broadway New York, New York 10015

*C. Coleman*  
*Guaranty for 29 Dec 1978*

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap  
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap  
c/o Southern Company Services, Inc.  
One Wall Street  
42nd Floor  
New York, New York 10005

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap  
c/o Southern Company Services, Inc.  
One Wall Street, 42nd Floor  
New York, N.Y. 10005

Dear Sir:

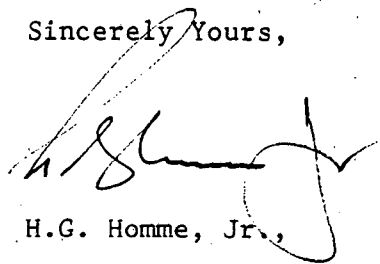
The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,  
R,S,T,U,V,  
W,X,Y,Z,  
AA,& BB

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

2/103  
d/c

9909 - Z

RECORDATION NO. .... Filed 1425

DEC 15 1978 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

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MISSISSIPPI POWER COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
*Trustee.*

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**Supplemental Indenture**

Providing among other things for

**FIRST MORTGAGE BONDS**

**6¾% Pollution Control Series due May 1, 2006**

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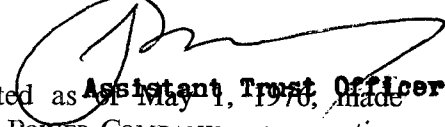
***Dated as of May 1, 1976***

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This is to certify that the following is a true copy  
of the original instrument on file with the undersigned.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By

  
Assistant Trust Officer

SUPPLEMENTAL INDENTURE dated as of May 1, 1978, made  
and entered into by and between MISSISSIPPI POWER COMPANY, a corporation  
organized and existing under the laws of the State of Mississippi (hereinafter  
commonly referred to as the "Company"), and MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK, a corporation organized and existing under the laws  
of the State of New York, with its principal office in the Borough of Manhat-  
tan, The City of New York (hereinafter commonly referred to as the  
"Trustee"), as Trustee under the Indenture dated as of September 1, 1941  
between Mississippi Power Company, a Maine Corporation (hereinafter some-  
times referred to as the "Maine Corporation"), and Morgan Guaranty Trust  
Company of New York under its former name of Guaranty Trust Company  
of New York, as Trustee, securing bonds issued and to be issued as provided  
therein (hereinafter sometimes referred to as the "Indenture").

WHEREAS the Maine Corporation and the Trustee have executed and de-  
livered the Indenture for the purpose of securing an issue of bonds of the 1971  
Series described therein and such additional bonds as may from time to time  
be issued under and in accordance with the terms of the Indenture, the ag-  
gregate principal amount of bonds to be secured thereby being not limited, and  
the Indenture fully describes and sets forth the property conveyed thereby and  
is of record in the Office of the Clerk of the Chancery Court of each county  
in the State of Mississippi and in the Office of the Judge of Probate of each  
county in the State of Alabama in which this Supplemental Indenture is to be  
recorded and is on file at the principal office of the Trustee, above referred  
to; and

WHEREAS the Maine Corporation and the Trustee have executed and de-  
livered various supplemental indentures for the purpose, among others, of  
further securing said bonds, which supplemental indentures describe and set  
forth additional property conveyed thereby and are also of record in the  
Offices of the Clerks of the Chancery Courts of some or all of the counties  
in the State of Mississippi and in the Offices of the Judges of Probate of  
some of or all the counties in the State of Alabama in which this Supple-  
mental Indenture is to be recorded and are on file at the principal office of  
the Trustee, above referred to; and

WHEREAS the Maine Corporation by Articles of Merger dated October  
11, 1972, effective December 21, 1972, was merged into the Company which  
continued under the name and style of "Mississippi Power Company"; and

ALBERT CORALLO  
Notary Public, State of New York  
No. 43-0758930  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1979.



WHEREAS the Company and the Trustee entered into a Supplemental Indenture dated as of December 1, 1972, which provided, among other things, for the assumption of the Indenture by the Company; and

WHEREAS said Supplemental Indenture dated as of December 1, 1972 became effective on the effective date of such Articles of Merger; and

WHEREAS the Company has succeeded to and has been substituted for the Maine Corporation under the Indenture with the same effect as if it had been named therein as the mortgagor corporation; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "6¾% Pollution Control Series due May 1, 2006" (hereinafter sometimes referred to as the "Twenty-fourth Series"), each of which bonds shall also bear the descriptive title "First Mortgage Bond", the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature May 1, 2006; and

WHEREAS each of the bonds of the Twenty-fourth Series is to be substantially in the following form, to-wit:

[FORM OF BOND OF THE TWENTY-FOURTH SERIES]

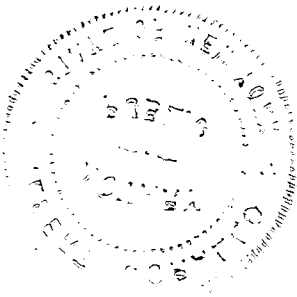
MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 6¾% POLLUTION CONTROL SERIES DUE  
May 1, 2006

No. ....

\$.....

Mississippi Power Company, a Mississippi corporation (hereinafter called the "Company"), for value received, hereby promises to pay to .....  
....., or registered assigns, the principal sum of .....  
..... Dollars on May 1, 2006, and to pay to  
the registered holder hereof interest on said sum from the latest semi-annual



interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to November 1, 1976, in which case from May 1, 1976, at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on May 1 and November 1 in each year. The principal of and premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at any time that any such payment shall be due, the Company shall have made payments as required by Section 4.3 or 8.1 of the Installment Sale Agreement dated as of May 1, 1976 between The Industrial Development Board of the City of Eutaw, Alabama and the Company sufficient to pay fully or partially the then due principal of and premium, if any, and interest on The Industrial Development Board of the City of Eutaw, Alabama Pollution Control Revenue Bonds, Series A (Mississippi Power Company Greene County Plant Project) (hereinafter referred to as "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of May 1, 1976 (hereinafter referred to as the "Revenue Indenture") of The Industrial Development Board of the City of Eutaw, Alabama to Hancock Bank, trustee (which, together with any successor trustee under the Revenue Indenture, shall be hereinafter referred to as the "Revenue Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, given by Mississippi Power Company, a Maine corporation (to which the Company is successor by merger), to Morgan Guaranty Trust Company of New York under its former name of Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee") as Trustee, and indentures supplemental thereto,

to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, if redeemed by the operation of the sinking or improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole, by payment of the principal amount thereof plus accrued interest thereon, if any, to the date fixed for redemption, upon receipt by the Trustee of a written demand from the Revenue Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Indenture has been declared immediately due and payable. As provided in the Indenture, the date fixed for such redemption shall be not more than 180 days after receipt by the Trustee of the aforesaid written demand and shall be specified in a notice of redemption to be given not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand or the aforesaid declaration of maturity under the Revenue Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole or in part upon receipt by the Trustee of a written



demand from the Revenue Trustee specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the second paragraph of Section 3.01 of the Revenue Indenture. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

**If Redeemed During the Twelve Months'  
Period Ending the Last Day of April,**

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1987 .....	103 %	1990 .....	101½%
1988 .....	102½%	1991 .....	101 %
1989 .....	102 %	1992 .....	100½%

and without premium if redeemed on or after May 1, 1992.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the corporate trust office of the Trustee,

in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Bonds of this series are issuable only in fully registered form without coupons in denominations of \$1,000 and any integral multiple thereof. Registered bonds of this series shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, MISSISSIPPI POWER COMPANY has caused this bond to be executed in its name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated,

MISSISSIPPI POWER COMPANY,

By .....  
*President*

Attest:

.....  
*Secretary*

## TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee,

By .....  
*Authorized Officer*

AND WHEREAS all acts and things necessary to make the bonds of the Twenty-fourth Series, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, as heretofore supplemented and amended, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture or the Indenture, as supplemented and amended, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture or the Indenture, as supplemented and amended, and the \$6,600,000 principal amount of bonds of the Twenty-fourth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents

does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Morgan Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, as supplemented and amended, and its successor or successors in the trust thereby and hereby created, and to its or their assigns forever, all the right, title and interest of the Company in and to all improvements and additions to property of the Company subject to the lien of the Indenture made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, as supplemented and amended, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture, as supplemented and amended, and particularly of said Article X thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clause, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, as supplemented and amended, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, as supplemented and amended, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the

difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture, or the Indenture as supplemented and amended; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture or the Indenture as supplemented and amended, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture, or the Indenture as supplemented and amended, conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in the Indenture, or the Indenture as supplemented and amended.

SECTION 1. There is hereby created a series of bonds designated as hereinbefore set forth (said bonds being sometimes hereinafter referred to as the "bonds of the Twenty-fourth Series"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of the Twenty-fourth Series shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series may be issued only as registered bonds without coupons. Bonds of the Twenty-fourth Series shall be in such denominations as the Board of Directors shall approve, and the execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds of the Twenty-fourth Series shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of the Twenty-fourth Series until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated

in the title thereof, payable semi-annually on May 1 and November 1 in each year. Bonds of the Twenty-fourth Series shall be dated the date of authentication.

The principal of and the premium, if any, and the interest, if any, on the bonds of the Twenty-fourth Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twenty-fourth Series shall be fully or partially, as the case may be, satisfied and discharged, to the extent that, at the time that any such payment shall be due, the Company shall have made payments as required by Section 4.3 or 8.1 of the Installment Sale Agreement dated as of May 1, 1976 between The Industrial Development Board of the City of Eutaw, Alabama and the Company sufficient to pay fully or partially the then due principal of and premium, if any, and interest on The Industrial Development Board of the City of Eutaw, Alabama Pollution Control Revenue Bonds, Series A (Mississippi Power Company Greene County Plant Project) (hereinafter referred to as the "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of May 1, 1976 (hereinafter referred to as the "Revenue Indenture"), of The Industrial Development Board of the City of Eutaw, Alabama to Hancock Bank, trustee (hereinafter, together with any successor trustee under the Revenue Indenture, referred to as the "Revenue Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twenty-fourth Series shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Revenue Trustee stating (i) that timely payment of principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in such Bond Fund to make such payment and (iii) the amount of funds required to make such payment.

Bonds of the Twenty-fourth Series may be transferred at the corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York. Bonds of the Twenty-fourth Series shall be exchangeable for other bonds of the same series, in the manner and upon the conditions pre-

scribed in the Indenture, upon the surrender of such bonds at said principal office of the Trustee. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

Any or all of the bonds of the Twenty-fourth Series shall be redeemable by the Company, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, if redeemed by the operation of Section 2.12 or of Section 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of June 1, 1964 or of the sinking or improvement fund or maintenance and/or replacement provisions of any other Supplemental Indenture or by the use of proceeds of released property.

Bonds of the Twenty-fourth Series shall also be redeemable in whole upon receipt by the Trustee of a written demand for the redemption of the bonds of the Twenty-fourth Series (hereinafter called "Redemption Demand") from the Revenue Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Indenture has been declared immediately due and payable pursuant to the provisions of Section 8.02 of the Revenue Indenture, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustee shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustee. The Company shall fix a redemption date for the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustee notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustee of the Redemption Demand. If the Trustee does not receive such notice from the Company within 150 days after receipt by the Trustee of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustee shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the

Revenue Trustee (and the registered holders of the bonds of the Twenty-fourth Series, if other than said trustee) not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustee shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustee shall have received written notice of rescission of the Redemption Demand from the Revenue Trustee. Demand Redemption of the bonds of the Twenty-fourth Series shall be at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustee shall have been advised in writing by the Revenue Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustee or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the bonds of the Twenty-fourth Series and no payments in respect thereof as specified in the Demand Redemption Notice shall be effected or required.

Bonds of the Twenty-fourth Series shall also be redeemable in whole at any time, or in part on any interest payment date (hereinafter called the "Regular Redemption"), upon receipt by the Trustee of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the second paragraph of Section 3.01 of the Revenue Indenture; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Indenture; (3) that the Trustee shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of bonds of the Twenty-fourth Series equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the Revenue Trustee, as holder of all bonds of the Twenty-fourth Series then outstanding, waives notice of such redemption. The Trustee may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the bonds of the Twenty-fourth Series shall be at the principal amount thereof and accrued interest



thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to item (2) of the Regular Redemption Demand as above provided.

SECTION 2. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of June 1, 1964, which are to remain in effect so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Twenty-fourth Series shall be outstanding under the Indenture.

SECTION 3. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, or the Indenture as supplemented and amended, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 5. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Morgan Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers and its corporate seal

to be hereunto affixed and to be attested by one of its Assistant Trust Officers,  
in several counterparts, all as of the date and year first above written.

MISSISSIPPI POWER COMPANY,

[SEAL]

By F. M. TURNER, JR.  
*Vice President*

ATTEST:

W. L. WILSON  
*Secretary*

Signed, sealed and delivered this 18th  
day of May, 1976, by MISSISSIPPI  
POWER COMPANY, in the County of  
Harrison, State of Mississippi, in  
the presence of

MABLE BONE

RACHEL MORAN

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By P. J. CROOKS  
*Trust Officer*

[SEAL]

ATTEST:

J. N. CREAN  
*Assistant Trust Officer*

Signed, sealed and delivered this 20th  
day of May, 1976 by MORGAN  
GUARANTY TRUST COMPANY OF  
NEW YORK, in the County of New  
York, State of New York, in the  
presence of

JAMES M. SULLIVAN

M. HENRY

STATE OF MISSISSIPPI }  
COUNTY OF HARRISON } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, F. M. TURNER, JR., as Vice President and W. L. WILSON, as Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 18th day of May, 1976.

J. M. DONALD

Notary Public

My Commission Expires July 12, 1976.

[SEAL]

STATE OF MISSISSIPPI }  
COUNTY OF HARRISON } ss.:

On the 18th day of May, in the year one thousand nine hundred and seventy-six, before me personally came F. M. TURNER, Jr., to me known, who being by me duly sworn, did depose and say that he resides at 506 East Beach, Gulfport, Mississippi 39501; that he is a Vice President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

J. M. DONALD

Notary Public

My Commission Expires July 12, 1976.

[SEAL]

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, P. J. CROOKS, as Trust Officer, and J. N. CREAN, as Assistant Trust Officer, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 20th day of May, 1976.

[SEAL]

PATRICIA J. HARTWELL  
PATRICIA J. HARTWELL  
Notary Public, State of New York  
No. 43-4616768  
Qualified in Richmond County  
Certificate filed in New York County  
Commission Expires March 30, 1977

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 20th day of May, in the year one thousand nine hundred and seventy-six, before me personally came P. J. CROOKS, to me known, who being by me duly sworn, did depose and say that he resides at 70 Ferry Street, Lambertville, New Jersey 08530; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[SEAL]

PATRICIA J. HARTWELL  
PATRICIA J. HARTWELL  
Notary Public, State of New York  
No. 43-4616768  
Qualified in Richmond County  
Certificate filed in New York County  
Commission Expires March 30, 1977